

- SEWER USER AGREEMENT -

This Agreement, made and entered into on the date last entered below, between \_\_\_\_\_, whose address is \_\_\_\_\_ and telephone number is \_\_\_\_\_ (hereinafter referred to as the USER), and the City of Harlan, whose address is P.O. Box 783 Harlan, Kentucky 40831 (hereinafter referred to as the CITY).

**SECTION I - IDENTIFICATION OF PROPERTY**

The property to be served under this Agreement is a \_\_\_\_\_ located at \_\_\_\_\_ (House, Trailer, Apartment, Store, Church, etc.); and is owned by \_\_\_\_\_ (Provide House Number and Street/Road Name (911 Address) - if not given above - adequate to locate on aerials/maps) (If owner and customer/occupant not the same)

**SECTION II - RESPONSIBILITIES OF THE CITY**

The CITY shall accept, subject to the limitations set forth in the Sewer Use Ordinance(s) and related ordinances now in force or as hereafter amended by the Harlan City Council, such quantity of sewage as the USER may discharge in connection with the property to be served by this Agreement.

**Article 1: Operational Assurances**

The CITY shall maintain a waste water treatment plant and collection system - including pumping facilities as well as other related appurtenances, in good working order and shall maintain a staff of qualified operational personnel, in full conformance with the requirements of federal, state and local laws, rules, ordinances and regulations.

**Article 2: Extent of Lines and Appurtenances Furnished by CITY**

a: New Construction - Gravity: During construction of gravity sewer mains serving new areas, the CITY will extend a suitably sized service lateral to the edge of the USER's property. Extension of the lateral to and connection with the residence, building or facility to be served shall be the responsibility of the USER.

b: New Construction - Pressure: During construction of sewer force mains serving new areas which require a pressurized collection system. The USER will need a grinder pump for connection to the sewage system. During the construction phase, the CITY will purchase and install the required grinder pump station and requisite service line at no cost to the USER. For installations occurring after the project construction period, it will be the responsibility of the USER to furnish and install the grinder pump and service line at no cost to the CITY. In both cases, the physical connection of the pumping unit to the plumbing and electrical service of the residence, building or facility being served shall be the responsibility of the USER.

### Article 3: Restricted Discharges

The CITY is required to enforce restrictions on the discharge of dangerous or corrosive substances into the sewage system. All potential USER's are hereby notified that certain restrictions do apply as set forth in the Sewer Use Ordinance(s) duly adopted, or as may be amended, by the Harlan City Council.

### Article 4: Basis of Billings

Charges for sewer service shall be applied monthly based on the USER's water consumption as measured by meters installed, owned and read by the Harlan Municipal Water Works, The Black Mountain Utility District and/or the Cawood Water District, or by estimations based upon average water user consumption of households in the vicinity having the number of persons in said household and number of bathrooms as those of the community. The National average for a household of three (3) is 4,800 gallons per month.

By signing this agreement, the USER authorizes the release of the monthly water use by the USER which is billed by either Harlan Municipal Water Works, Black Mountain Utility District and/or Cawood Water District, to the CITY.

The monthly rates, charges and fees (including penalties, if any) shall be applied in accordance with the CITY's Sewer Use Ordinance(s), as duly adopted, published and posted by the CITY.

### SECTION III - RESPONSIBILITIES OF USER

The USER agrees to comply with and to be bound by the Sewer Use Ordinance(s), and related Articles, Rules and Regulations of the CITY now in force, or as hereafter duly and legally supplemented, amended or changed.

### Article 5: Service Connections

The USER shall install and maintain, at his/her expense, a service line of size and type approved by the CITY.

- ② For gravity-type connections, said service line shall begin at the aforementioned cap/plug; it shall extend and connect to the residence, building, facility or other approved place of use.
- ② For pressurized systems, where the City has installed a grinder unit and service line, the service line shall extend from the tap on the outside of the grinder unit and connect to the point of use; the USER shall also be responsible for connecting the pump control panel (furnished and installed by the CITY) to the electrical service of the residence, building, facility or other approved place of use.

In order to facilitate testing the grinder pump station and to avoid compromising the pump warranty, the USER hereby agrees to effect all plumbing and electrical connections in a timely manner following the CITY's authorization.

- ② The initial grinder pump unit will be provided by the City of Harlan and paid for with project funds. After installation and testing of the grinder pump station, the operation and maintenance of the unit becomes the responsibility of the USER.

#### Article 6: Tap Fees

The USER agrees to pay a connection fee to the CITY in advance of the actual installation of the aforementioned service connection. The tap fees will be as follows:

- Residential Tap Fee \$300.00
- Commercial Tap Fee \$600.00

The initial tap fee payment of \$ 300.00 and/or \$600.00 is required at the time this Agreement is signed.

#### Article 7: Monthly Sewer Usage Rates

The USER agrees to pay for sewage service at such rates, time and place as shall be determined by the CITY as set forth in duly and legally adopted ordinances, by-laws, rules and regulations. The Rates applicable to the property to which this Agreement pertains are currently as follows:

	Residential	Commercial
Minimum Monthly Bill (1 <sup>st</sup> 2000 gallons):	12.86	\$ 12.86
Charge per Additional 1000 gallons used:	4.58	\$ 4.58

2% Increase  
July 1.

#### Article 8: Multiple Connections Prohibited

The CITY will disconnect sewer service to the USER, if the USER allows a connection or extension to be made to his/her service for the purpose of discharging sewage from another party.

#### Article 9: Easement

The USER agrees to grant to the CITY, its successors and assigns, a perpetual easement under and upon lands owned by the USER, with the right of ingress and egress, to construct, erect, install and thereafter use, inspect, maintain, repair, replace and remove sewer pipelines and underground appurtenances – the location of which to be agreed upon beforehand by the parties hereto.

Section IV – Actions of City Council

Article 10: Revision of Terms

The terms of this Agreement are subject to revision by duly enacted Ordinances of the **Harlan City Council**, and/or as may be required by local, state or federal regulatory agencies, and/or as may stipulated as part of future Bond issues directly related to the operation, maintenance, expansion and/or improvement of the **CITY's** efforts to collect, treat and properly dispose of sewage from the residences, businesses and institutions within the **City's** sewage service area.

IN WITNESS WHEREOF, we have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, **2013**.

USER: \_\_\_\_\_

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
(User's Spouse)

CITY: \_\_\_\_\_  
(City Clerk, City of Harlan, Kentucky)